


Prepared by:
Donald R. Harrison, Attorney at Law
169 South Broadnax Street
Dadeville, AL 36853

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FIRST AMERICAN TITLE
ORDER# 2294 (AS)

FDIC Asset No. 10471004804
Lots 1,2,3,4,5 Valley Grande Farms, Montevallo, AL 35115

Parcel ID's: 36-1-01-0001-017.003 and 36-1-01-0001-017.001 and 36-1-01-0001-017.002 and
36-1-01-0001-017.004 and 36-1-01-0001-017.005

SPECIAL WARRANTY DEED

STATE OF ALABAMA

§

Shelby County, AL 10/24/2013
State of Alabama
Deed Tax: \$50.50

§

COUNTY OF SHELBY

§

RECITALS

WHEREAS, Frontier Bank (the "Institution"), acquired the Property by that certain Mortgage Foreclosure Deed recorded in Instrument No. 201109280000286850 of the official records of Shelby County, Alabama, on September 29, 2011; and

WHEREAS, the Institution was closed by The Georgia Department of Banking and Finance on March 8, 2013, and the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, for and in consideration of FIFTY

THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$50,500.00), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **WAFFORD B. CARDEN AND KAY C. CARDEN, Husband and Wife** ("Grantee"), whose address is 250 Keystone Drive, Clanton AL 35045, that certain real property situated in SHELBY County, ALABAMA, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however **to** any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE

Special Warranty Deed (Cash) – Page 2

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PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.


Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, **subject**, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

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IN WITNESS WHEREOF, this Special Warranty Deed is executed on 3 OCT, 2013.

Signed, sealed and delivered in the presence **GRANTOR:**
of:

**FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
FRONTIER BANK**

By: Stephen E. Laird
Printed Name: Stephen E. Laird
Title: Attorney in Fact
ATTORNEY IN FACT

STATE OF FLORIDA §
COUNTY OF Duval §

This instrument was ACKNOWLEDGED before me, on the 3 day of OCT, 2013, by STEPHEN E LAIRD, Attorney in Fact for the **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR FRONTIER BANK**, on behalf of said entity.

[S E A L]

My Commission Expires:

5-12-14

Mark A. Haines

Notary Public, State of FL

Mark A. Haines

Printed Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Mark A. Haines
Commission #DD991338
Expires: MAY 12, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

PARCEL 1:

A part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the SW corner of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, and run North 00 degrees 20 minutes 45 seconds West along the West line of said 1/4-1/4 section and along an existing barbed wire fence a distance of 944.38 feet to a set steel rebar corner at a fence corner; thence run North 85 degrees 12 minutes 57 seconds East along an existing barbed wire fence a distance of 606.15 feet to a steel rebar corner at a fence corner, thence run South 02 degrees 04 minutes 21 seconds East along an existing barbed wire fence a distance of 474.98 feet to a found 3 inch open top pipe corner at a fence corner; thence run South 82 degrees 15 minutes 22 seconds West along an up and down barbed wire fence a distance of 283.59 feet to a found 3 inch open pipe corner; thence run South 01 degree 58 minutes 03 seconds West along an up and down barbed wire fence a distance of 488.31 feet to a set steel rebar corner on the South line of said 1/4-1/4 section: thence run North 88 degrees 55 minutes 11 seconds West along said South line of said 1/4-1/4 section a distance of 317.80 feet to the point of beginning; situated in Shelby County, Alabama.

PARCEL 2:

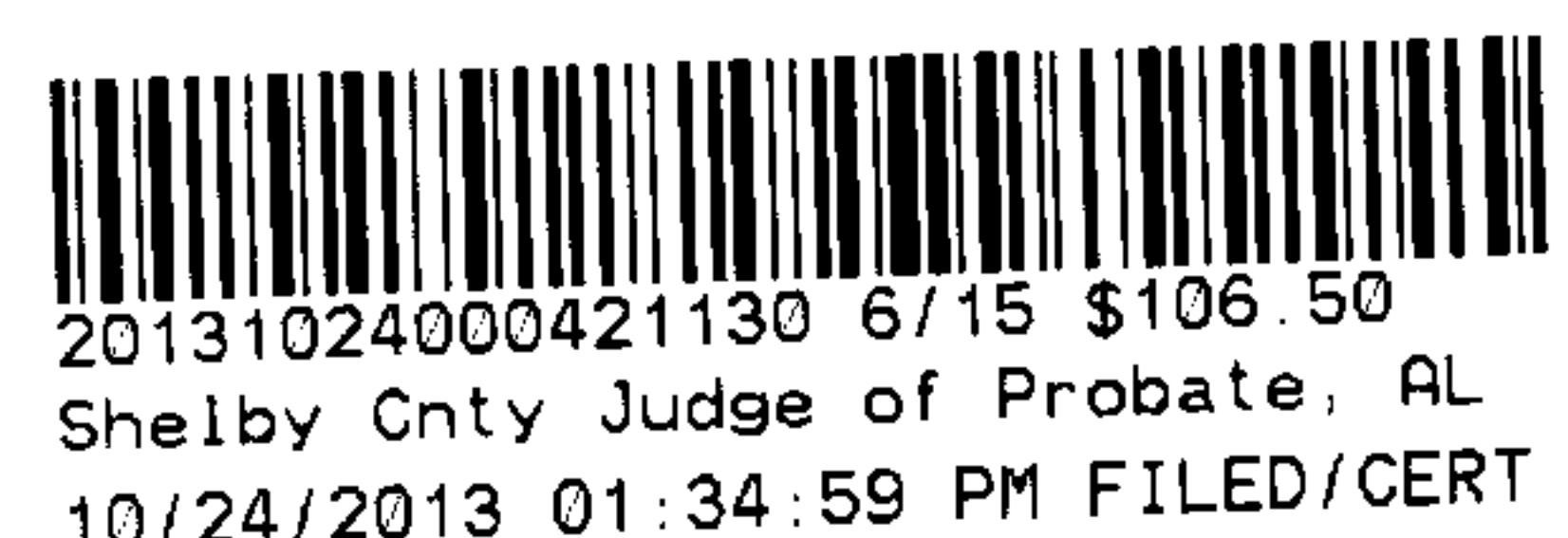
A part of the NE 1/4 of the NE 1/4 of Section 11 Township 24 North, Range 12 East, more particularly described as follows:

Commence at the NE corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and run thence North 88 degrees 55 minutes 11 seconds West along the North line of said section a distance of 684.17 feet to a steel rebar corner and the point of beginning of the property being described; thence continue last described course along an existing fence line a distance of 268.35 feet to a steel rebar corner; thence run South 03 degrees 11 minutes 49 seconds East along the East line of White Oak Street a distance of 240.86 feet to a found steel corner; thence run North 78 degrees 51 minutes 05 seconds East a distance of 107.79 feet to a found steel corner; thence run South 84 degrees 33 minutes 02 seconds East a distance of 160.25 feet to a found steel corner; thence run North 02 degrees 35 minutes 34 seconds West a distance of 230.04 feet to the point of beginning; situated in Shelby County, Alabama,

A 60 foot right of way easement for ingress and egress being described as follows:

Commence at the NE corner of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East; thence run North 88 degrees 55

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minutes 11 seconds West along the North line of said 1/4-1/4 for 1017.79 feet to a found 1/2 inch rebar; thence continue on the last described course for 30.00 feet to the point of beginning of a 60 foot right of way for ingress and egress lying 30 feet on either side of the following described centerline, thence run South 01 degree 04 minutes 49 seconds West for 163.72 feet; thence run South 83 degrees 42 minutes 29 seconds East for 78.29 feet; thence run South 03 degrees 11 minutes 49 seconds East for 242.11 feet; thence run South 02 degrees 55 minutes 21 seconds West for 264.12 feet; thence run South 34 degrees 28 minutes 53 seconds West for 55.04 feet to its intersection with the centerline of Shelby County Highway No. 155 and the end of said right of way being situated in Shelby County, Alabama.

PARCEL NO.3:

A parcel of land situated in the South 1/2 of Fractional Section 1 Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" pipe in place accepted as the Southeast corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 02 degrees 13 minutes 28 seconds West for a distance of 1264.44 feet to a 2 1/2" pipe in place; thence proceed North 65 degrees 29 minutes 33 seconds West along a fence for a distance of 904.71 feet to a 2 1/2" pipe in place being located on the easterly right of way of Shelby County Highway No. 19; thence proceed southeasterly along the easterly right of way of said highway and along the curvature of a concave curve right having a delta angle of 27 degrees 06 minutes 03 seconds and a radius of 714.01 feet for a chord bearing and distance of South 26 degrees 51 minutes 59 seconds East, 334.59 feet to the P. T. of said curve; thence proceed South 13 degrees 19 minutes 16 seconds East along the easterly right of way of said road for a distance of 1009.16 feet to a 1/2" capped rear in place, said point being the P. C. of a concave curve right having a delta angle of 10 degrees 02 minutes 12 seconds and a radius of 1522.61 feet; thence proceed southeasterly along the easterly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 18 degrees 21 minutes 12 seconds East, 266.38 feet to a 1/2" capped rebar in place; thence proceed South 75 degrees 23 minutes 32 seconds East for a distance of 418.20 feet to the point of beginning.

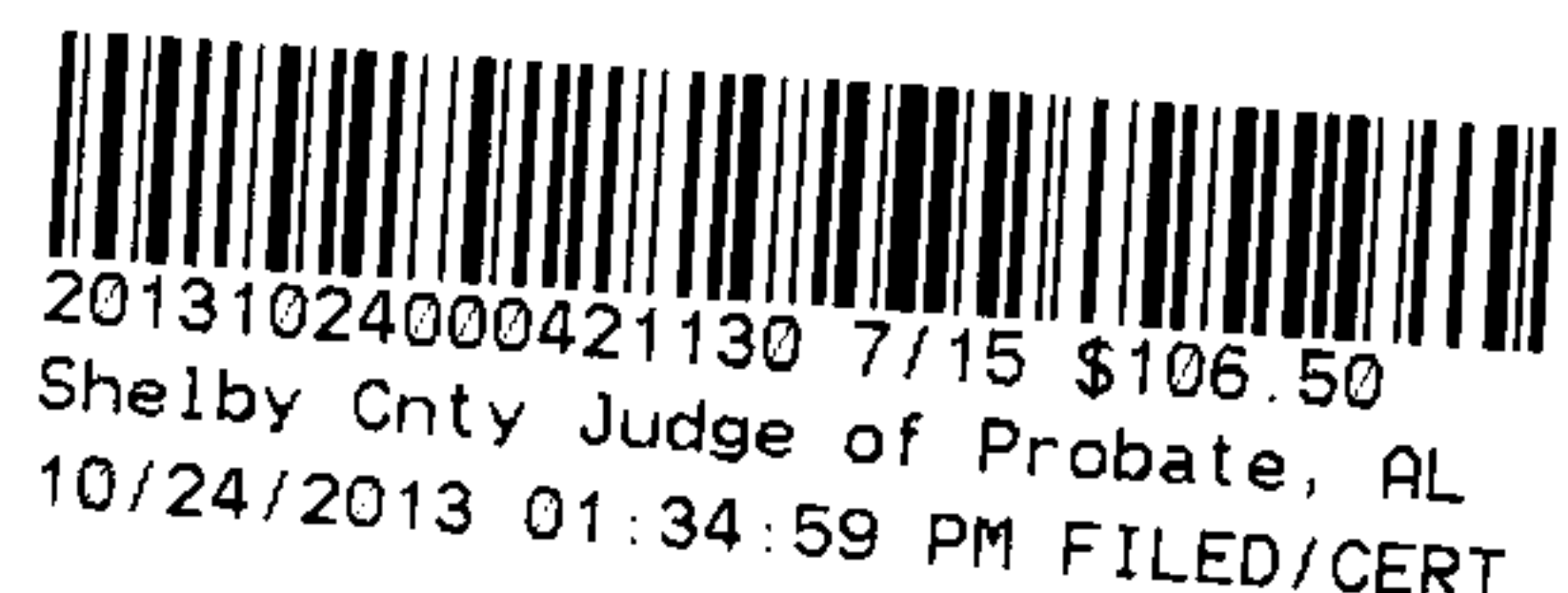
LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO- WIT:

Lots 7, 8, 9, 10, and 11, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

PARCEL NO. 4:

A parcel of land in the South 1/2 of Fractional Section 1, and part in the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

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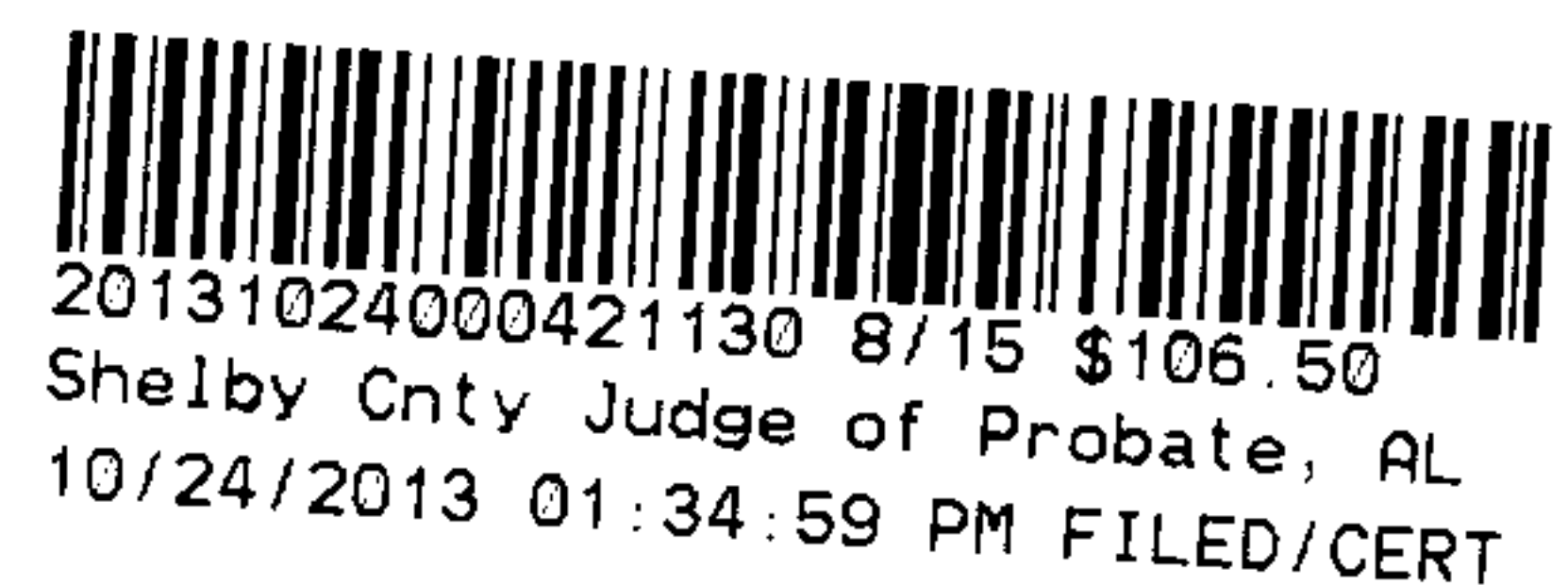


Commence at a 2 1/2" open top pipe in place accepted as the Southwest corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama said point being the point of beginning. From this beginning point, proceed North 88 degrees 02 minutes 46 seconds West for a distance of 443.36 feet to a 1" open top pipe in place; thence proceed North 88 degrees 44 minutes 43 seconds West for a distance of 554.57 feet (set 1/2" rebar); thence proceed North 01 degree 34 minutes 51 seconds East for a distance of 513.51 feet to a 2 1/2" open top pipe in place; thence proceed North 84 degrees 11 minutes 20 seconds East along a fence for a distance of 283.63 feet to a 2 1/2" open top pipe in place; thence proceed North 45 degrees 09 minutes 22 seconds East along a fence for a distance of 202.15 feet to a 2 1/2" open top pipe in place; thence proceed North 63 degrees 23 minutes 33 seconds East for a distance of 578.51 feet; thence proceed North 01 degree 32 minutes 49 seconds West for a distance of 320.50 feet to a 2 1/2" open top pipe in place; thence proceed South 65 degrees 33 minutes 28 seconds East for a distance of 476.35 feet to a 1/2" capped rebar in place, said point being located on the westerly right of way of Shelby County Highway No. 19; thence proceed South 45 degrees 17 minutes 14 seconds East along the westerly right of way of said highway for a distance of 150.34 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 31 degrees 57 minutes 33 seconds and a radius of 634.07 feet; thence proceed southwesterly along the westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 29 degrees 17 minutes 55 seconds East, 349.11 feet to the P.T. of said curve being a 1/2" capped rebar in place; thence proceed south 13 degrees 19 minutes 34 seconds East along the westerly right of way of said road for a distance of 1009.23 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 07 degrees 24 minutes 15 seconds and a radius of 1602.61 feet; thence proceed southeasterly along the westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 16 degrees 56 minutes 01 second East, 206.96 feet to a 3/4" rebar in place; thence proceed North 65 degrees 03 minutes 54 seconds West along a fence for a distance of 342.36 feet; thence proceed North 68 degrees 38 minutes 21 seconds West along a fence for a distance of 101.64 feet; thence proceed North 69 degrees 37 minutes 11 seconds West along a fence for a distance of 42.57 feet; thence proceed North 65 degrees 24 minutes 33 seconds West along a fence for a distance of 34.33 feet; thence proceed North 61 degrees 22 minutes 12 seconds West along a fence for a distance of 45.10 feet; thence proceed North 59 degrees 30 minutes 10 seconds West along a fence for a distance of 225.11 feet to a 1/2" rebar in place; thence proceed North 58 degrees 38 minutes 57 seconds West along a fence for a distance of 286.79 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Lots 1, 2, 3, 4, 5 and 6, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

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PARCEL NO. 5:

Lots 1, 2, 3, 4, and 5, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

Being all of that certain property conveyed to Frontier Bank, a Georgia banking corporation from William C. Byrd II, as Auctioneer, by deed dated September 28, 2011 and recorded September 28, 2011 as Instrument No. 201109280000286850 of official records.

APN: 36-1-01-0001-017.003 and 36-1-01-0001-017.001 and 36-1-01-0001-017.002 and 36-1-01-0001-017.004 and 36-1-01-0001-017.005

Property Lots 1-5 Valley Grande Farms
Address: Montevallo, AL 35115

"Address, as provided with application for title insurance and shown here only for reference."

FDIC

DATE: 08/29/13

INITIALS: CM-
dallas support

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 CARDEN
47690514

FIRST AMERICAN ELS
WARRANTY DEED



AL

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



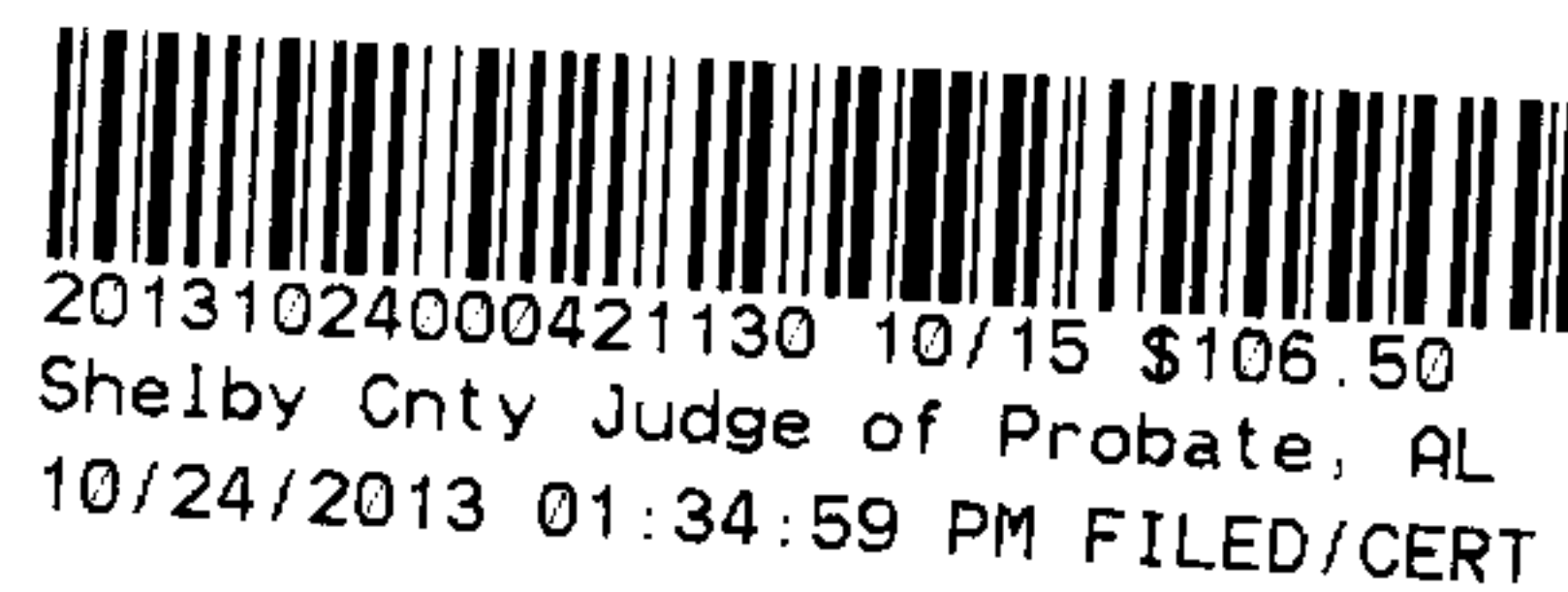
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EXHIBIT "B"

Permitted Encumbrances

1. Covenants, conditions, restrictions, building setback lines, easements and other provisions as contained in Map Valley Grande Farms, as recorded in Map Book 40, Page 55 in the Official Records of SHELBY County, AL.
2. Covenants, conditions, restrictions and easements in the document recorded August 14, 2008 as Instrument No. 2008008140000328140 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or any State Statute or Local Ordinance. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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Prepared by: Monica R. Cosentino-Benedict, Esq.
FDIC East Coast Temporary Satellite Office
8800 Baymeadows Way West
Jacksonville, FL 32256



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LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC," acting in its Receivership capacity or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired and will acquire certain assets for liquidation and has determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

WHEREAS, the FDIC desires to designate **STEPHEN E. LAIRD** as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Acquired Assets; and

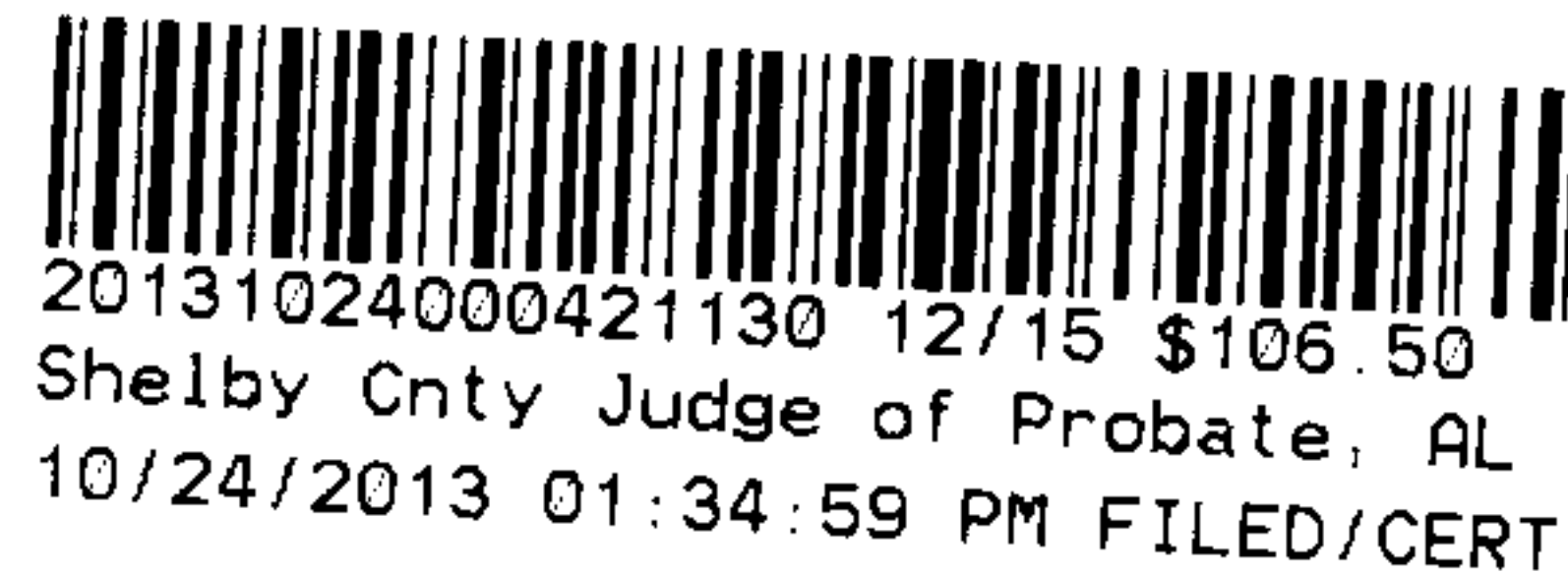
WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW, THEREFORE, the FDIC appoints **STEPHEN E. LAIRD** as its true and lawful attorney-in-fact to act in its name, place, and stead, and hereby grants **STEPHEN E. LAIRD** the authority, subject to the limitations herein, as follows:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittance therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property, including the release and discharge of the same of record in the Official or Public Records of the Clerk of any Circuit Court or any other official public records or registries, wherever located, where payments on account of the same in redemption or otherwise may have been made by the

PS-11



debtor(s), and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receive, collect and give all proper acquittance for any other sums of money owing to the FDIC for any Acquired Asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements, easements, or conveyances as shall be deemed necessary or proper by the FDIC attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use, liquidation or collection of the Acquired Assets held in the name of the FDIC;

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective **September 30, 2013**, and shall continue in full force and effect through **April 5, 2014**, unless otherwise terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

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IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 14th day of AUGUST, 2013.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]
 Name: **OPHELIA JONES**
 Title: Manager of Customer Service -
 East Coast Temporary Satellite Office
 8800 Baymeadows Way West
 Jacksonville, FL 32256

Signed in the presence of:

Witness: [Signature]
 Printed Name: Sharon G. [unclear]

Witness: [Signature]
 Printed Name: Charles E. Jones

STATE OF FLORIDA }
 }
 COUNTY OF DUVAL }

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 Shelby Cnty Judge of Probate, AL
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On this 14th day of August, 2013, before me, a Notary Public in and for the State of Florida appeared **OPHELIA JONES**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said **OPHELIA JONES**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE NOTARY SEAL BELOW HERE]

NOTARY PUBLIC-STATE OF FLORIDA
 Samuel R. Stangle
 Commission # DD937703
 Expires: NOV. 02, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
 Notary Public
 Printed Name of Notary: Samuel R. Stangle
 Commission No.: DD937703
 My Commission expires: Nov. 02, 2013

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STATE OF FLORIDA }
COUNTY OF DUVAL }

20131024000421130 14/15 \$106.50
Shelby Cnty Judge of Probate, AL
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On this 14th day of August, 2013, before me, a Notary Public in and for the State of Florida appeared Sharon Grzyb (witness #1) and Charles E. Jones (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw **OPHELIA JONES**, Manager of Customer Service, East Coast Temporary Satellite Office, of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, and had subscribed the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE NOTARY SEAL BELOW HERE]

NOTARY PUBLIC-STATE OF FLORIDA
Samuel R. Stangle
Commission #DD937703
Expires: NOV. 02, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Samuel R. Stangle
Notary Public
Printed Name of Notary: Samuel R. Stangle
Commission No. : DD937703
My Commission expires: Nov. 02, 2013

CERTIFIED
COPY OF
ORIGINAL

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DUVAL
COUNTY CLERK'S OFFICE

Samuel R. Stangle August 15, 2013
Signature Date

PG 14

STATE OF FLORIDA
DUVAL COUNTY
I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 1 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.
WITNESS my hand and seal of the Clerk of Circuit & County Courts at Jacksonville, Florida, this the 15th day of August, 2013.

BONNIE FUSSELL
Clerk of Circuit and County Courts
Duval County, Florida
Deputy Clerk
DUVAL COUNTY, FLORIDA
Page 4 of 4

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

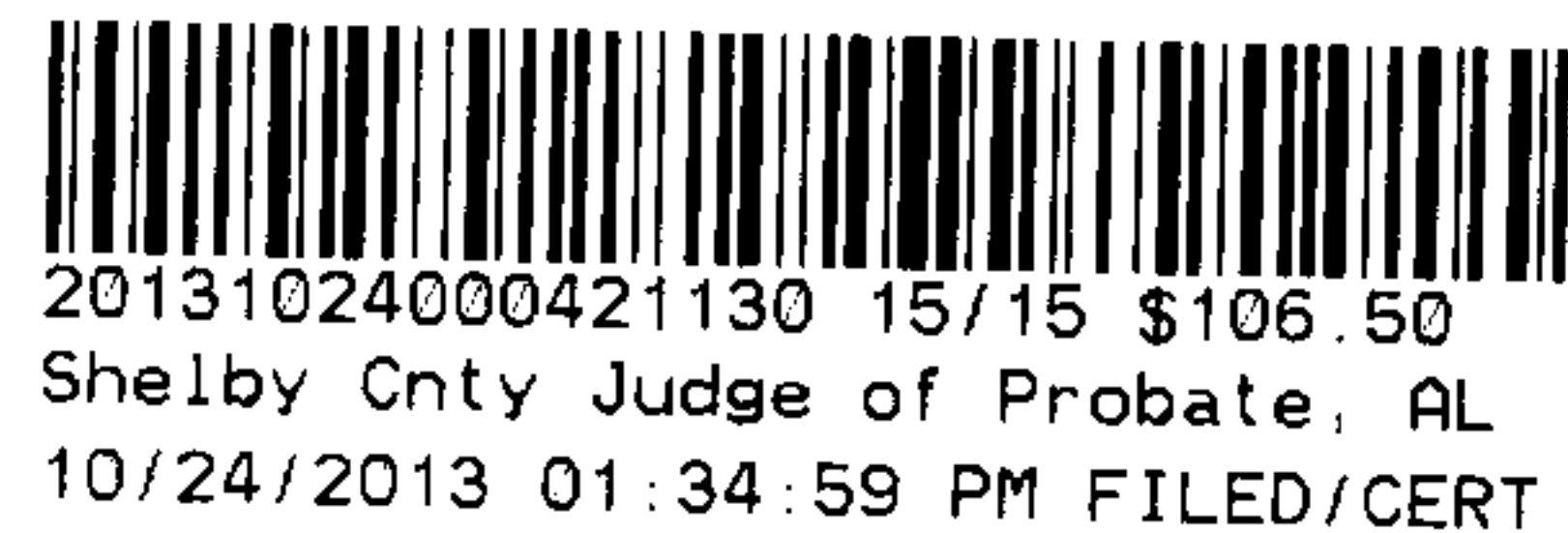
Grantor's Name EDIC as Receiver for Frontier Bank
Mailing Address 1601 Bryan St, Energy Plaza
Dallas, Texas 75201

Grantee's Name Wafford B Carden and Kay C Carden
Mailing Address 250 Keystone Drive
Clanton, AL 35045

Property Address Vacant Land described as
Lots 1,2,3,4,5 Calley Grande Farms
Montevallo AL
35115

Date of Sale _____
Total Purchase Price \$ 50,500.00

or
Actual Value \$ _____
or
Assessor's Market Value \$ _____



The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other ☐ Warranty Deed
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/8/13

Print Wafford B Carden and Kay C Carden

☐ Unattested

[Signature]
(verified by)

Sign [Signature] [Signature]
(Grantor/Grantee/Owner/Agent) circle one